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NEW CHAMPION PROMOTIONS, LLC and  
JESSE RODRIGUEZ

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

ANDY CRUZ GOMEZ,  
Plaintiff,  
vs.

NEW CHAMPION PROMOTIONS  
LLC, JESSE RODRIGUEZ,  
MATCHROOM BOXING USA, LLC;  
and DOES 1-25,  
Defendants.

\_\_\_\_\_  
And Related Cross-Actions

Case No. 3:23-cv-06608-WHO

**NEW CHAMPION LLC'S FIRST  
AMENDED CROSS-COMPLAINT  
AGAINST ANDY CRUZ GOMEZ  
FOR**

**1.BREACH OF COVENANT OF  
GOOD FAITH AND FAIR  
DEALING**

**2.UNJUST ENRICHMENT**

**3. DECLARATORY RELIEF**

**DEMAND FOR JURY TRIAL**

1 Defendant New Champion Promotions, LLC (hereinafter “NCP”) hereby  
2 alleges and complains against Plaintiff Andy Cruz Gomez (hereinafter “Cruz”) as  
3 follows:

#### 4 **INTRODUCTION**

5 1. NCP is and has been a boxing promoter since 2018 and has promoted  
6 and/or co-promoted over 15 events, including a Pay Per View World Championship  
7 event. Among the champions NCP has promoted are former WBC  
8 Cruiserweight Champion Juan Carlos Gomez and 3 weight class world champion,  
9 Yuriorkis Gamboa.

10 2. In November 2022, NCP and Plaintiff Andy Cruz signed a boxing  
11 promotional agreement entitled Acuerdo Promocional Exclusivo whereby Plaintiff  
12 Cruz assigned NCP all of his exclusive boxing promotional rights. After the  
13 agreement was signed, NCP spoke to the top boxing promoters in the world to  
14 discuss co-promoting Cruz’ bouts in order to provide a bigger stage and more  
15 money for both Cruz and NCP.

16 3. In May 2023, NCP and global boxing promoter Matchroom executed a  
17 co-promotion agreement whereby NCP and Matchroom agreed to co-promote  
18 Plaintiff Cruz’ boxing career.

19 4. In the present action, Plaintiff Cruz is now attempting to improperly  
20 cut NCP out of the agreement, after NCP helped secure the agreement, in order to  
21 obtain more money for himself.

#### 22 **PARTIES**

23 5. NCP is a Nevada limited liability company.

24 6. Andy Cruz Gomez is an individual and resident of Florida.

25 7. Matchroom is a limited liability company incorporated and registered  
26 in the state of Delaware.

27 8. NCP does not know the true names and capacities of Cross-Defendants  
28 sued as DOES 1-25, and therefore sues said Cross-Defendants under their fictitious

1 names. NCP will seek leave to amend this Cross-Complaint when the true names  
2 and capacities of these Cross-Defendants have been ascertained.

3 9. At all times mentioned herein, Cruz, Matchroom and/or DOES were  
4 agents, principals, representatives, alter egos and/or employees of the others and  
5 each was at all times acting within the course and scope of said agency,  
6 representation and/or employment and with the permission of the others.

### 7 **JURISDICTION**

8 10. This Court has jurisdiction pursuant to Fed. R. Civ. P. 13(g) as NCP's  
9 claims against Cruz arise out of the same transaction or occurrence that is the  
10 subject matter of Plaintiff's Complaint.

### 11 **ALLEGATIONS**

12 11. In October 2022, NCP was contacted by Plaintiff Cruz' management  
13 team inquiring about NCP's interest in signing Cruz to a boxing promotional  
14 contract. Cruz' management team informed NCP that it had tried to sign Cruz to  
15 various U.S. boxing promoters, however none were interested.

16 12. NCP explained its background in boxing promotions, which included  
17 the previous promotion of Cuban previous WBC Cruiserweight champion, Juan  
18 Carlos Gomez as well as three-time world champion, Yuriorkis Gamboa. NCP  
19 informed Plaintiff's management team that it was willing to sign Plaintiff to a  
20 promotional contract. After signing such promotional agreement, NCP informed  
21 Cruz' manager that it would search for a major boxing promoter to co-promote  
22 Cruz' fights, but if none were interested it would still provide Cruz a minimum  
23 number of fights per year with a minimum purse of \$25,000 per bout to build him  
24 up until a major promoter was interested in co-promoting Cruz whereby both Cruz  
25 and NCP would make more money on a bigger stage.

26 13. In November 2022, NCP met with Plaintiff Andy Cruz, Cruz'  
27 managers, and an attorney to explain the plan NCP had previously discussed with  
28 Cruz' manager. Cruz was in agreement and signed a boxing promotional

1 agreement entitled Acuerdo Promocional Exclusivo whereby Plaintiff assigned  
2 NCP all of his exclusive boxing promotional rights, in exchange for, among other  
3 things, NCP's guarantee of offering Plaintiff a minimum number of bouts per year,  
4 as well as the payment of a guaranteed minimum fee of \$25,000 for each bout.

5 14. After the signing of the Acuerdo Promocional Exclusivo, NCP  
6 contacted the principals of the top boxing promoters in the world, including Top  
7 Rank, Premier Boxing Champions, Golden Boy Promotions and Matchroom to  
8 discuss the possibility of co-promoting Cruz' bouts in order to provide Cruz a  
9 bigger stage and for both parties to make more money.

10 15. In February 2023, NCP, as Plaintiff's boxing promoter, paid for  
11 Plaintiff's visa to come to the United States and begin his professional boxing  
12 career.

13 16. NCP offer to co-promote Cruz was rejected by all of the major boxing  
14 promoters, with the exception of Matchroom.

15 17. In the boxing industry, it is common for a local promoter to co-  
16 promote its boxer with a larger major promoter like Matchroom. In such a  
17 scenario, the major promoter pays the smaller local promoter a promoter fee for  
18 each bout and the local promoter pays the fighter a purse from this fee. Typically, a  
19 fighter is unaware of the amount paid from the major promoter to the boxer's local  
20 promoter and is unaware of the exact amount retained by such local promoter.

21 18. In order to be transparent, unlike other local boxing promoters, NCP  
22 decided to share with Cruz the exact amount of Matchroom's payments to NCP in  
23 the first year so Cruz would know exactly the total payment being paid to NCP for  
24 Cruz' services and how much both he and NCP would receive. NCP explained to  
25 Cruz and his management team that for the first year, Cruz would receive 75% of  
26 the co-promoter fee as his purse for each of his fights in the first year, as well as  
27 75% of any signing bonus. After the first year of the agreement, NCP and Cruz  
28 would then negotiate Cruz' purse from the fee received by NCP from Matchroom

1 on a fight-by-fight basis. At all times, Cruz and his management team were  
2 informed and aware that NCP would receive a co-promoter fee from Matchroom  
3 for each bout and that from that fee, Cruz would be paid a purse with the balance  
4 retained by NCP.

5 19. On May 4, 2023, NCP and Matchroom executed a Boxing Co-  
6 Promotion Agreement whereby NCP assigned Matchroom the right to co-promote  
7 Plaintiff Cruz' boxing bouts in exchange for the payment to NCP for Plaintiff's  
8 services. NCP would then pay Cruz' fight purse for each bout from the fee,  
9 maintaining a portion of the co-promoter fee for each bout and any bonus.

10 20. Cruz' first bout occurred on July 15, 2023, and was a success as  
11 Matchroom's chairman declared Plaintiff "an unbelievable talent" who would fight  
12 for a world championship after 4-5 fights. For this bout, Matchroom paid NCP the  
13 agreed upon contract fee of \$125,000 from which NCP paid Cruz his agreed upon  
14 purse and NCP retained the balance. At no time did Cruz object to this  
15 arrangement, but rather agreed to the purse paid to him by NCP with full  
16 knowledge of the full amount paid to NCP by Matchroom.

17 21. Prior to Plaintiff's second bout on December 9, 2023, upon  
18 information and belief, Cruz and Matchroom began to have private conversations  
19 regarding, among other things, Plaintiff Cruz' desire to cut NCP out of the  
20 promotional contract and take full payment of all monies that were to be paid to  
21 NCP, thereby depriving NCP from receiving any monies from its assignment of  
22 Cruz' boxing services. In addition, upon information and belief, Cruz insisted that  
23 Matchroom cease discussing Cruz' career with NCP and cease providing NCP any  
24 co-promoter privileges for any of his fights.

25 22. At Plaintiff's subsequent bouts on December 9, 2023, and February 24,  
26 2024, Matchroom suddenly and unexpectedly denied NCP, per Cruz' request, its  
27 co-promoter's privileges by denying it access to the press conference stage, weigh  
28

1 in stage and in ring access. Per Cruz' instructions, Matchroom also stopped  
2 discussing Cruz' career with NCP.

3 23. Beginning in December 2023, Cruz began to accuse NCP of stealing  
4 his money and continued to insist Matchroom not honor its contractual obligations  
5 of paying NCP the agreed upon contract fees. As a result of Cruz' claim,  
6 Matchroom willfully refused to pay NCP the full agreed upon fee, pursuant to the  
7 Boxing Promotional Agreement, for Cruz' third bout on February 24, 2024. In  
8 addition, per Cruz' instructions, Matchroom refused to provide NCP any of its co-  
9 promotional perks for each of Plaintiff's bouts.

10 24. Since Cruz' third bout on February 24, 2024, Matchroom has refused  
11 to pay NCP any monies pursuant to the Agreement, nor discuss any aspect of Cruz'  
12 career, effectively cutting NCP out of the Agreement, per Cruz' instructions.

### 13 14 **FIRST CAUSE OF ACTION**

#### 15 **BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING**

#### 16 **BY NCP AGAINST ANDY CRUZ AND DOES 1-25**

17 25. NCP incorporates by reference as if fully set forth herein each of the  
18 preceding allegations.

19 26. In May 2023, the Parties executed a Boxing Promotion Agreement  
20 whereby NCP assigned Matchroom the right to co-promote Plaintiff Cruz' boxing  
21 bouts, which created an implied promise of good faith and fair dealing that each  
22 party would not do anything to unfairly interfere with the right of any other party.

23 27. Since the execution of the Agreement, NCP has done all of the things  
24 required by the Agreement.

25 28. Despite NCP's performance under the Agreement, Cruz has instructed  
26 Matchroom not to pay NCP any monies owed pursuant to the Agreement and has  
27 insisted that NCP be denied any involvement in his boxing career. Despite express  
28 contractual obligations to the contrary, Matchroom has followed Cruz' instructions

1 and interfered with NCP's rights to receive the benefits of the Agreement by  
2 refusing to pay NCP any monies, thereby depriving NCP of receiving payment  
3 from Matchroom and collecting a fee from each payment.

4 29. As a result of the foregoing, Cruz has not acted fairly and in good faith  
5 towards NCP, and as a result NCP has suffered damages in the amount of over  
6 \$75,000.

7 **SECOND CAUSE OF ACTION**

8 **UNJUST ENRICHMENT**

9 **BY NCP AGAINST ANDY CRUZ AND DOES 1-25**

10 30. NCP incorporates by reference as if fully set forth herein each of the  
11 preceding allegations.

12 31. In May 2023, NCP, Cruz and Matchroom executed a Boxing  
13 Promotion Agreement whereby NCP assigned Matchroom the right to co-promote  
14 Plaintiff Cruz' boxing bouts. Cruz has received the promotional services of a major  
15 boxing promoter which has provided him a global platform, as well as receive  
16 lucrative fight purses.

17 32. NCP has performed its obligations of the Agreement, however, as a  
18 result of Cruz' actions, NCP has been harmed by Matchroom's failure to pay NCP  
19 the monies owed under the Agreement and to receive any monies for its efforts in  
20 securing a lucrative promotional contract for itself and Cruz.

21 33. Whereas Cruz has been unjustly enriched and received the benefit of  
22 the Agreement by fighting for Matchroom and receiving lucrative purses, NCP, has  
23 not received, nor will receive the benefit of the Agreement and its efforts as Cruz  
24 has instructed Matchroom not to pay NCP.

25 34. It would be unfair for Cruz to keep the benefits of the Agreement  
26 without NCP being compensated a proportionate amount.

27 35. NCP requests proper restitution.  
28



**THIRD CAUSE OF ACTION**

**DECLARATORY RELIEF**

**BY NCP AGAINST ANDY CRUZ AND DOES 1-25**

36. NCP incorporates by reference as if fully set forth herein each of the preceding allegations.

37. An actual controversy has arisen and now exists between the parties regarding their rights and obligations under the Agreement.

38. NCP seeks a judicial determination as to the legal rights and duties of the parties, including the validity of the Agreement and the respective rights of the parties.

39. A judicial determination of the parties' rights is necessary and appropriate to ensure the parties comply with their legal and contractual obligations.

**PRAYER**

**WHEREFORE**, Defendant and Cross-Claimant NCP respectfully requests and prays for relief as follows:

1. For compensatory damages according to proof;
2. For punitive damages according to proof;
3. For attorneys' fees according to proof;
4. For costs of suit;
5. For judicial determinations, including but not limited to, the Agreement is void for lack of consideration and/or the rights and obligations of the parties;
6. For such other and further relief as the Court deems just and proper.



1 Dated: November 6, 2024

Law Offices of George A. Gallegos

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3 By: /s/ George A. Gallegos  
4 George A. Gallegos  
5 Attorney for Defendants  
6 New Champion Promotions, LLC and  
Jesse Rodriguez

7  
8 **DEMAND FOR JURY TRIAL**

9 Defendant/Cross-Claimant New Champion Promotions respectfully  
10 demands a trial by jury in this action pursuant to Rule 38(b) of the Federal Rules  
11 of Civil Procedure and Civil L.R. 3-6(a).

12 Dated: November 6, 2024

Law Offices of George A. Gallegos

13  
14 By: /s/ George A. Gallegos  
15 George A. Gallegos  
16 Attorney for Defendants  
17 New Champion Promotions, LLC and  
18 Jesse Rodriguez  
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